

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

JEFFREY BRENNER

V

LOOMIS ARMORED US, INC.,
FORMERLY KNOWN AS LOOMIS,
FARGO & CO.

CIVIL ACTION NO. 09-12013

COMPLAINT AND JURY DEMAND

1. The Plaintiff, Jeffrey Brenner, is a citizen of the Commonwealth of Massachusetts who resides at 164 Green Street, Reading, Massachusetts.
2. The Defendant, Loomis Armored US, Inc., formerly known as Loomis, Fargo & Co., is a corporation incorporated under the laws of the state of Texas having its principal place of business in a State other than the Commonwealth of Massachusetts, with the Defendant's principal place of business being located at 2500 City West Boulevard in Houston, Texas.
3. The matter in controversy exceeds, exclusive of interest and costs, the sum specified by 28 U.S.C. Section 1332.
4. On January 19, 2007, on I-90 eastbound in Cheektowaga, New York, the vehicle in which the Plaintiff was a passenger was negligently and carelessly rear-ended by a vehicle owned by the Defendant, which vehicle, at the time, was being operated by one Leroy Gross of 200 Danbury Drive in Cheektowaga, New York, with Leroy Gross having been an agent, servant or employee of the Defendant at the time of the subject accident,

with the Defendant thus being responsible for the conduct of its then agent, servant and/or employee, Leroy Gross.

5. As a result of the carelessness and negligence of the Defendant's agent, servant and/or employee at the time of the subject accident, for which carelessness and negligence the Defendant is thus responsible, the Plaintiff, Jeffrey Brenner:

- a. was caused to sustain multiple injuries, including a "serious injury" as defined in Section 5102 of Article 51 of New York States' Motor Vehicle Reparations Statute, the Plaintiff having sustained a permanent consequential limitation of use of a body organ or member or a significant limitation of use of a body function or system or a medically determined injury or impairment of a non-permanent nature which prevented the Plaintiff from performing substantially all of the material acts which constituted the Plaintiff's usual and customary daily activities for not less than ninety days during the one hundred eighty days immediately following the occurrence of the Plaintiff's injury or impairment;
- b. was caused great bodily suffering and great anguish of mind from the injuries he sustained, from which bodily suffering and anguish of mind the Plaintiff continues to suffer;
- c. has been caused to be totally disabled from his usual and customary employment for significant periods of time from the date of the subject accident and continuing;
- d. was caused to incur medical expenses in an amount in excess of \$30,000.00 to date, with continuing, future medical expenses for the injuries that the Plaintiff sustained in the subject accident expected to be incurred;

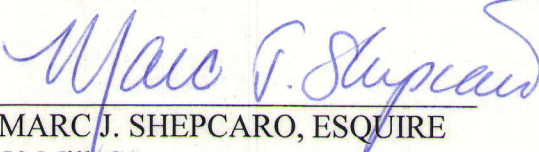
- e. was caused to be unable to carry out, and continues to be unable to completely carry out, many of what had been his usual and customary daily activities prior to the subject accident;
- f. was caused to suffer a loss of earning capacity and wages, and/or a loss of benefits, in an amount in excess of \$64,000.00 to date, which losses continue to accrue intermittently and are expected to continue to accrue intermittently well into the future, with only certain of said losses having been claimed under applicable Workers Compensation coverage and with there further existing a Workers Compensation lien approximating \$32,000.00 as to the Plaintiff, both for medical expenses and indemnity payments made to date and
- g. was caused to be otherwise damaged.

WHEREFORE, the Plaintiff, Jeffrey Brenner, demands judgment against the Defendant, Loomis Armored US, Inc., formerly known as Loomis, Fargo & Co., in the sum of Five Hundred Thousand (\$500,000.00), with interest and costs thereon.

JURY DEMAND

The Plaintiff claims a trial by jury of all issues.

Respectfully submitted
JEFFREY BRENNER
By his attorney


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